



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
11/10/2020 11:26AM
376031 MO

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
BURK-KLEINPETER, INC.
LIONS WATER TREATMENT PLANT ELECTRICAL CONTROL BUILDING**

WHEREAS, the St. John the Baptist Parish Council approved the motion to grant Administration authorization to enter into a Professional Services Agreement for Lions Water Treatment Plant Electrical Control Building Design Services with **Burk-Kleinpeter, Inc.**, at the October 13, 2020 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for Lions Water Treatment Plant Electrical Control Building Design Services.

This Agreement is made and entered into on this 13th day of October, 2020 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by **Jaclyn Hotard**, Parish President, and **Burk-Kleinpeter, Inc.**, 4176 Canal Street, New Orleans, LA 70119, (504) 486-5901 represented by **Henry M. Picard, III, PE, PLS** (hereinafter referred to as "**ENGINEER**") do hereby enter into this "Agreement" under the following terms and conditions.

SCOPE OF SERVICES

The services to be performed by Engineer for Parish under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

TERM OF AGREEMENT

This Agreement shall begin on October 14, 2020 and terminate three (3) years thereafter on October 14, 2023.

AMENDMENT

This **Agreement** may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this **Agreement** may be extended for one (1) additional two (2) year term, by written agreement, executed by both **Parties** and subject to approval of the St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, Parish hereby agrees to provide compensation to the Engineer in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**. All payments must be approved by the **Director of Utilities**, hereinafter called the DIRECTOR, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

INSURANCE

Engineer shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This Agreement shall be administered and monitored by the **Director of Utilities** as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The Engineer shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

Engineer hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Engineer's obligation. Engineer is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Engineer** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Engineer** written notice specifying the **Engineer's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Engineer** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that the **Engineer** shall give the **Parish** written notice specifying the **Parish's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **Engineer** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Engineer**, and **Parish** may withhold any payments to the **Engineer** for the purpose of setoff until such time as the exact amount of damages due **Parish** from the **Engineer** is determined.

TERMINATION FOR CONVENIENCE

Parish may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Engineer** of its intent to terminate this **Agreement**. The **Engineer** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to Engineer by Parish shall remain the property of Parish, and shall be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Engineer in connection with the performance of the services in which contract fees have been paid for herein shall become the property of Parish, and shall, upon request, be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Agreement.

NON-ASSIGNABILITY

Engineer shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of Parish. This provision shall not be construed to prohibit the Engineer from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Parish.

AUDITORS

It is hereby agreed that Parish shall have the option of auditing all accounts of Engineer which relate to this Agreement.

NOTICE TO PROCEED

The DIRECTOR shall notify the ENGINEER in writing to undertake the services stated in Exhibit A, and the ENGINEER shall commence the services within ten (10) days after receipt of such notification. The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

INDEMNITY

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Parish and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Engineer.

GENERAL CONDITIONS

The ENGINEER shall, at all times during the term of this contract, maintain a valid Louisiana Engineering License. The professional and technical adequacy and accuracy of documents, and other work products furnished under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the ENGINEER is entering into this agreement in the capacity of an independent Engineer. While in the performance of services or carrying out other obligations under this agreement, the ENGINEER shall be acting in the capacity of independent Engineers and not as employees of St. John the Baptist Parish. The PARISH shall not be obliged to any person, firm or corporation for any obligations of the ENGINEER arising from the performance of their services under this agreement.

The ENGINEER shall be authorized to represent the PARISH with respect to services being performed, dealings with other agencies, and administration and control of construction contracts.

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of the ENGINEER, shall not be assigned or subcontracted in whole or in part by the ENGINEER as to the services to be performed hereunder without the written consent of the PARISH.

This agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The ENGINEER hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Engineer** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

FISCAL FUNDING

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **Parish** or any other state or federal funding source.

If the **Parish** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the Parish President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Engineer:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	Burk-Kleinpeter, Inc. Attn: Henry Picard, III, PE, PLS 4176 Canal Street New Orleans, LA 70119

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, Engineer must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Engineer must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, Engineers' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), Engineer must certify that neither he, nor anyone acting on behalf of Engineer, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this contract, other than persons regularly employed by Engineer. Engineer further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this contract, other than payment to person regularly employed by Engineer in the regular course of their employment duties for Engineer. Engineer further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, Engineer must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Engineer must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America

DISCRIMINATION CLAUSE

The Engineer agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Engineer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:



SIGNATURE

Deshanda Firmin

PRINT NAME

WITNESS:



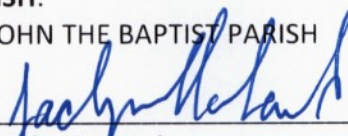
SIGNATURE

Kim Henry

PRINT NAME

PARISH:

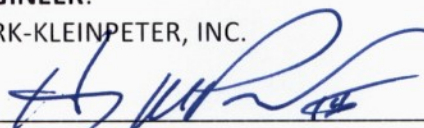
ST. JOHN THE BAPTIST PARISH



By: Jaclyn Hotard
Parish President

ENGINEER:

BURK-KLEINPETER, INC.



By: Henry Picard, III
Senior Vice President

Exhibit A
Statement of Work

SERVICES

The ENGINEER shall provide all basic and supplemental services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the ENGINEER at project meetings.

PROJECT DESCRIPTION

This project will refurbish and convert the room located on the second floor of the Lions Water Treatment Plant Building into a new electrical control room. The Lions Water Treatment Plant existing electrical control room is the original electrical room that was installed as part of the original plant construction. Since original construction of the plant many additions and modifications to the plant have been completed over the years and all of the electrical controls for these improvements were added onto the existing controls within the original control room and there is no room for expansion or upgrade of these controls in the current location. This project excludes any modifications, revisions, or replacements to the existing electrical service and any on-site power generation.

TASK 1 – DETAILED SITE SURVEY PHASE:

1. Coordinate and conduct a detailed site survey that can be used to develop engineering design plans for the project.
2. Plot information obtained from survey on proper plan.

TASK 2 – ELECTRICAL SURVEY PHASE:

1. Coordinate and conduct a detailed electrical survey that can be used to develop an electrical one line diagram of the existing electrical controls.
2. Plot information obtained from survey on proper plan.

TASK 3 – PRELIMINARY DESIGN PHASE:

1. Prepare preliminary engineering plans which demonstrate the concept and layout.
2. Preliminary submittal shall be a 65% submittal.
3. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
4. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
5. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John Parish.
6. Comments from the technical review meeting will be incorporated into the final design phase.

TASK 4 – FINAL DESIGN PHASE:

1. Prepare final plans and specifications and opinion of probable construction cost.
2. Submittals will include a 95% and 100% submittal.
3. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
4. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John Parish.
5. Comments from the technical review meeting will be incorporated into the 100% final design.
6. The 100% final design submittal will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

TASK 5 – BIDDING PHASE:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. The Engineer shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

TASK 6 – CONSTRUCTION PHASE:

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.

3. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the ENGINEER.
4. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
5. Require and review tests of materials necessary for the project.
6. Determine contract pay quantities, including necessary materials checking.
7. Verify and approve contractor's pay estimates and submit same to DIRECTOR.
8. Prepare progress reports for the DIRECTOR.
9. Prepare detailed drawings as necessary to supplement the construction drawings.
10. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
11. Perform final inspection and make a recommendation for acceptance.
12. Verify and approve Testing Laboratory pay estimates and submit same to DIRECTOR.
13. Prepare all necessary documentation required for construction change orders.
14. Prepare written recommendation for all required changes to plans and specifications during construction.
15. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

TASK 7 – RECORD DRAWINGS:

1. The ENGINEER shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The ENGINEER shall also furnish 3 full size bond copies of "RECORD" drawings.

TASK 8 – RESIDENT PROJECT REPRESENTATIVE:

1. Assign personnel acceptable to the DIRECTOR.
2. Assist Engineer in observing progress and quality of the work.
3. RPR is Engineer's representative at the site.
4. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
5. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Conduct on site observations of Contractor's work in progress to assist Engineer in determining if the work is in general accordance with the contract documents.

7. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
8. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
9. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to Engineer.
10. Participate in visits to the project to determine substantial completion and final completion.

Exhibit B
PRICE SCHEUDLE

PAYMENTS:

For each task in Exhibit A and any other services required for this project, the work is to be initiated only upon receipt of written Notice to Proceed from the Director of Utilities.

For the services outlined in Exhibit A, the Owner shall pay the Engineer Basic and Supplemental Services as follows:

Tasks 3 through 8:

Compensation for Services – for work associated with the basic services and resident project representation of this project the estimated fee shall be based on the construction cost estimate of the project and in accordance with **Parish Ordinance 05-16**. Fees for the detailed site survey and electrical survey are based on a price proposal provided by the surveyor with a 10% sub-consultant management fee added to the proposed survey price.

Actual fees for design, and construction phase services of the project (Task 3, 4, 5, 6, 7 and 8) shall be originally based on said fee curve and adjusted based on the actual bid price received for the project to be presented in the form of an amendment for approval by the Parish upon completion of Task 5.

Construction Cost Estimate:	\$876,229.00
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Supplemental Services Fee Breakdown

Task 1 Detailed Site Survey (Lump sum)	\$7,700.00
Task 2 Detailed Electrical Survey (Hourly not-to-exceed) *	\$38,500.00

Basic Engineering Services Fee Breakdown

Task 3 Preliminary Design Phase (Lump sum)	\$18,116.00
Task 4 Final Design Phase (Lump sum)	\$32,609.00
Task 5 Bidding Phase (Lump sum)	\$3,623.00
Task 6 Construction Phase (Lump sum)	\$14,493.00
Task 7 Record Drawings Phase (Lump sum)	<u>\$3,623.00</u>

Total Basic Engineering Services Fee from Ordinance 05-16 (8.27%):	\$72,464.00
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Task 8 Total Resident Project Representative Services Fee from Ordinance 05-16 (3.52%) (Hourly not-to-exceed) *:	\$30,843.00
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*Work is to be performed on an hourly basis with certified timesheets and equipment rental logs (if required) submitted for review and approval.

Total Professional Services Fee from Tasks 1 through 8:	\$149,507.00
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FUNDS

Payment to the Engineer under this contract shall be contingent upon availability of funds as identified in the Council approval authorizing the contract terms.

EXHIBIT C
Insurance Requirements

Engineer shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Engineer** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Engineer** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **Engineer's** Protective Liability (if Engineer is a General Engineer).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Engineer.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Engineer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Engineer's License should be furnished. W-9 Form is to be furnished prior to work being issued.

EXHIBIT D
STANDARD HOURLY RATES SCHEDULE

A. STANDARD HOURLY RATES

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Supplementary Services (NTE services) of the Agreement.

B. SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal-----	\$321.00
Senior/Regional Vice President -----	\$286.00
Engineering Supervisor -----	\$237.00
Planning Supervisor -----	\$201.00
Senior Project Manager -----	\$207.00
Project Engineer-----	\$190.00
Senior Civil Engineer -----	\$175.00
Civil Engineer-----	\$142.00
Engineer Intern -----	\$108.00
Senior Mechanical Engineer -----	\$175.00
Mechanical Engineer-----	\$142.00
Senior Electrical Engineer-----	\$175.00
Electrical Engineer -----	\$142.00
Traffic Engineer PTOE -----	\$196.00
GIS Analyst-----	\$128.00
Senior Environmental Engineer -----	\$145.00
Senior Planner -----	\$163.00
Planner -----	\$105.00
Senior CAD Technician-----	\$130.00
CAD Drafter-----	\$97.00
Construction Manager-----	\$184.00
Senior Construction Inspector -----	\$92.00
Construction Inspector -----	\$82.00
Clerical-----	\$69.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.

EXHIBIT E
ELECTRICAL SURVEY LABOR RATES AND EQUIPMENT RATES

A. LABOR RATES

Class	Straight Time	Overtime	Double Time	24/7 Call Out*
Field Labor				
Superintendent	\$74.00	\$112.00	\$149.00	\$149.00
Foreman	\$69.00	\$103.00	\$138.00	\$138.00
Electrician Journeyman	\$62.00	\$93.00	\$124.00	\$124.00
Electrician Apprentice	\$47.00	\$70.00	\$93.00	\$93.00
Management/Support				
Project Manager	\$115.00			

*24/7 Call Out rates are based on 4-hour minimum charge per call out during non-working hours

B. EQUIPMENT RENTAL RATES

Description	Daily	Weekly	Monthly
Vehicles			
1/2-3/4 Ton Pickup Truck	\$95.00	\$345.00	\$1,200.00
Service Truck	\$125.00	\$400.00	\$1,410.00
Liftgate Truck	\$230.00	\$690.00	\$1,860.00
Pole Line Truck	\$330.00	\$1,150.00	\$4,025.00
Bucket Truck	\$325.00	\$1,000.00	\$3,500.00
Winch Truck	\$180.00	\$630.00	\$2,200.00
Flatbed Trailer	\$20.00	\$70.00	\$250.00
Golf Cart	\$20.00	\$70.00	\$250.00
Mini Excavator	\$350.00	\$700.00	\$1,700.00
Equipment			
2.5KW Generator	\$35.00	\$123.00	\$431.00
6KW Generator	\$90.00	\$315.00	\$1,103.00
Portable Gas/Diesel Welding Machine 300A	\$50.00	\$175.00	\$600.00
Electric Welding Machine 200A	\$17.00	\$60.00	\$200.00
4800GPM Diaphragm Pump w/ Hose	\$50.00	\$175.00	\$610.00
4300GPM Centrifugal Pump w/ Hose	\$45.00	\$160.00	\$560.00
Cable and Testing			
Portable Cable Puller	\$15.00	\$53.00	\$186.00
100KV Hi-Pot Set	\$125.00	\$438.00	\$1,533.00
500V Megger	\$10.00	\$35.00	\$123.00
Hydraulic Crimp Tool	\$16.00	\$56.00	\$196.00
Current and Voltage Recording Meter	\$70.00	\$250.00	\$875.00
Lead Cable Splicing Trailer and Tool	\$150.00	\$600.00	\$1,800.00

Equipment Rental Rates (Continued)

Description	Daily	Weekly	Monthly
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Conduit and Raceway Tools			
½" – 1" Ratchet Bender	\$7.00	\$25.00	\$88.00
1 ¼" – 1 ½" Ratchet Bender	\$9.00	\$32.00	\$112.00
Hydraulic Bender Set (1 ½" – 2")	\$20.00	\$70.00	\$245.00
Hydraulic Bender Set (1 ½" – 3")	\$25.00	\$88.00	\$308.00
Hydraulic Bender Set (1 ½" – 4")	\$40.00	\$140.00	\$490.00
PVC Large Electric Bender	\$10.00	\$35.00	\$123.00
Porta Drive Threading Machine (1/2" – 2")	\$12.00	\$42.00	\$147.00
Stock & Dies (2 ½" – 4")	\$6.00	\$21.00	\$74.00
Stock & Dies (4" – 6")	\$8.00	\$28.00	\$98.00
Power Band Saw	\$10.00	\$35.00	\$123.00
Hydraulic Punch Set	\$8.00	\$28.00	\$98.00
Office & Storage			
Portable Office Trailer	\$25.00	\$88.00	\$308.00
Temporary Main Office	\$400.00	\$1,400.00	\$4,900.00
Temporary Site Office	\$80.00	\$280.00	\$980.00
8' x 20'/30' Portable Storage Trailer	\$20.00	\$70.00	\$245.00
32'/40' Storage Container	\$16.00	\$56.00	\$196.00
Large Gang Box	\$8.00	\$28.00	\$98.00
Miscellaneous			
Rotary Hammer (1/" – 2")	\$15.00	\$53.00	\$186.00
Cell Phone	\$4.00	\$20.00	\$75.00
20' Extension Ladder	\$6.00	\$21.00	\$74.00
24' Extension Ladder	\$8.00	\$28.00	\$98.00
36' Extension Ladder	\$10.00	\$35.00	\$123.00
40' Extension Ladder	\$12.00	\$42.00	\$147.00

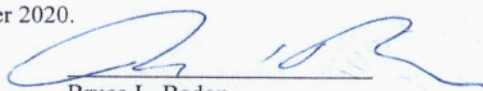
RESOLUTION

BE IT RESOLVED by the Board of Directors of Burk-Kleinpeter, Inc., a corporation organized and existing under the laws of the State of Louisiana and domiciled in the City of New Orleans, Louisiana, that Henry M. Picard, III, Senior Vice-President, be, and he is hereby authorized and empowered to execute any and all contracts, agreements, and/or proposals for Professional Services on behalf of the Corporation with St. John the Baptist Parish Government for the "Lions Water Treatment Plant Electrical Control Building" project.

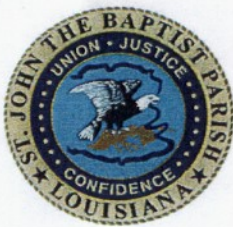
CERTIFICATE

I, Bruce L. Badon, Executive Vice President and Corporate Secretary of Burk-Kleinpeter, Inc., do hereby certify that the foregoing resolution was unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 24th day of September 2020; that said resolution is duly entered into the records of said Corporation; that it has not been rescinded or modified, and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Corporation this 24th day of September 2020.



Bruce L. Badon
Corporate Secretary



ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

Division A
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

October 14th, 2020

Division B
Michael P. Wright
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

Jaclyn Hotard, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

District I
Kurt Becnel
5605 Hwy. 18 River Rd.
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Dear Mrs. Hotard:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, October 13th, 2020.

District II
Warren Torres, Jr.
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4153

"Councilwoman Houston moved and Councilwoman Duhe-Griffin seconded the motion to grant administration authorization to enter into a Professional Services Agreement with Burk-Kleinpeter, Inc. for the Lions Water Treatment Plant Electrical Control Building Project. The motion passed with Councilman Arcuri absent."

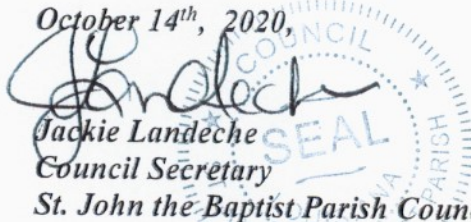
District III
Tammy Houston
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3956

CERTIFICATION

District IV
Tyra Duhe-Griffin
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4177

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 13th day of October, 2020.

District V
Robert J. Arcuri
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3167

October 14th, 2020,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District VI
Tonia Schnyder
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4283

District VII
Thomas Malik
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302